

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 4-16-03

Division: Growth Management

Bulk Item: Yes ☒ No ☐

Department: Marine Resources

AGENDA ITEM WORDING: Approval of the Contract Agreement between Monroe County and American Underwater Contractors, Inc. for the removal and disposal of 13 shallow water markers/concrete anchors and the installation of 13 heavy duty regulatory buoys.

ITEM BACKGROUND: The idle speed zone at Jolly Roger is being modified: (1) all thirteen shallow water markers will be replaced with state approved buoys, and; (2) the buoys will be relocated further offshore to reflect the Sanctuary's 300' idle speed zoning. Two quotes received, Spirit Marine Towing & Assistance-\$9,750, and American Underwater Contractors, Inc.-\$6,840.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: New Contract

STAFF RECOMMENDATIONS Approval

TOTAL COST: \$6,840.00

BUDGETED: Yes ☒ No ☐

COST TO COUNTY: Staff Time Only

FUNDING SOURCE: BIF

REVENUE PRODUCING: Yes ☐ No ☒ **AMOUNT PER:** MO \$ _____ YR \$ _____

APPROVED BY: COUNTY ATTY ☒ OMB/PURCHASING ☒ RISK MANAGEMENT ☒

DIVISION DIRECTOR APPROVAL:


Timothy J. McGarry, AICP

DOCUMENTATION: INCLUDED ☒ TO FOLLOW ☐ NOT REQUIRED ☐

DISPOSITION: _____

AGENDA ITEM #: 15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: American Underwater Contractors, Inc. Contract # _____
 Effective Date: _____
 Expiration Date: _____

Contract Purpose/Description:
Removal of existing regulatory markers and the installation of 13 buoys and anchors.

Contract Manager: Kim McGee 4511 Marine Resources-
 (Name) (Ext.) (Department/Stop #)
 Marine Projects Section

for BOCC meeting on 4-16-03 Agenda Deadline: 4-2-03

CONTRACT COSTS

Total Dollar Value of Contract: \$ 6,840.00 Current Year Portion: \$ 6,840.00
 Budgeted? Yes ☒ No ☐ Account Codes: 157 - 62602 - 530 - 340 -
 Grant: \$ BIF _____
 County Match: \$ Staff Time Only _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ N/A /yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>DeLassault</u> FOR T.M.	<u>4-2-03</u>
Risk Management	<u>3/28/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>W. J. J. J.</u>	<u>3/28/03</u>
O.M.B./Purchasing	<u>3/27/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>J. J. J.</u>	<u>3/28/03</u>
County Attorney	<u>3/25/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. J. J.</u>	<u>3-26-03</u>

Comments: Contract w/ insurance requirements is OK, but Certificate of Insurance provided with documents for VLI is from Spirit Marine, not American Underwater Contractors. A Cert. of Insurance from AVC will be needed.

DEAL WITH NUMEROUS CONTRACTS MONTHLY, JUST A MIX UP. RISK SHOULD HAVE ALL CERTIFICATES ON FILE. SPIRIT MARINE'S CASE WAS ONLY ATTACHED TO 1ST. CONTRACT. CORRECTED T.H. M. 8/03

AMERICAN UNDERWATER CONTRACTORS, INC.

102 SUN FISH LANE JUPITER, FL 33477
PH: 561-575-5538 FAX: 561-575-4651
AUCfooster@aol.com

Mrs. Kim McGee
Marine Projects Coordinator
Monroe County Marine Resources
5503 College Road
Room 2024, Dept. of Juvenile Justice Bldg.
Key West, FL 33040

Ph: 305-295-3911
Fx: 305-295-3917

March 12, 2003

RE: Jolly Roger Boating Restricted Area

Dear Kim:

As per your fax dated February 26 2003, American Underwater Contractors, Inc. can do all work specified for the Jolly Roger Boating Restricted Area for a lump sum price of \$ 6,840.00 (Six thousand, eight hundred and forty dollars)

Thank you for the opportunity to bid this job.

Best Regards,


David Foster
President
American Underwater Contractors, Inc.

24 Hr.
Service

SPIRIT



MARINE TOWING & ASSISTANCE

Our Experience will save you Time and Money

VHF
Ch. 16

March 11, 2003

Kim McGee
Marine Projects Coordinator

At fax #: 295-3917

PROPOSAL

Spirit Marine proposes to do the following work: Remove existing shallow water markers and replace with thirteen (13) new State approved buoys within the Jolly Roger Boating Restricted Area. All materials shall meet Monroe County standards and will be provided by Spirit Marine as part of this quote.

All work will be performed in a professional manner and to the standards of Monroe County.

COST: \$9750.00

DUKE PONTIN • P.O. Box 244 • Big Pine Key, Florida 33043
(305) 872-2752

CONTRACT AGREEMENT

AGREEMENT, MADE THIS _____ day of _____ 2003, by and between, American Underwater Contractors, Inc. (" Contractor "), and the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, of the County of Monroe, State of Florida (Board).

The Contractor and the Board, for the consideration named, agree as follows:

1. The Contractor shall furnish all the equipment and materials for the removal and legal disposal of 13 shallow water markers/concrete anchors and the installation of 13 heavy duty regulatory buoys/embedment anchors according to the scope of work and map attached as Exhibit A.

2. The work performed under the Contract shall commence immediately from the date the Liaison provides the Notice to Proceed and shall be completed by June 30, 2003.

3. The Contractor understands the rules and procedures instituted by the Board to ensure an orderly progress to the project. Both the intent and the requirements of the Specifications attached as Exhibit A & B are understood by the Contractor.

4. The Board shall pay the Contractor the total sum of \$ 6,840.00 for the work listed in Exhibit A of this Contract. Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Payment shall be upon completion by the Contractor and review and approval of the close out documentation by the Marine Projects Coordinator.

5. The attached List, Map, and Specifications together with this Agreement, form the Contract. They are fully a part of this Contract as if repeated herein verbatim.

6. The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of the County Commissioners from any and all claims for bodily injury (including death), personal injury, and the property damage (including property owned by Monroe County) and other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its subcontractor(s) in any tier, their employees or agents. The purchase of the insurance required in the paragraph 11 does not vitiate this indemnification provision.

7. The Contractor acknowledges his/ her intention to comply with the need to coordinate all work with the appropriate environmental agencies, the U.S. Coast Guard, and the County.

8. The Contractor agrees to supply the County with a set of photographs of the complete work along with a letter certifying completion of work.

The Contractor will be responsible for the camera, film, and development costs. The Contractor also agrees to provide transportation for the Liaison to inspect the completed work.

9. The Contractor understands and agrees that no payment will be made for this project without required photographs and written certification of completion.

10. Due to the use of heavy equipment and, at times, dangerous work environment, the Contractor understands and agrees to maintain an alcohol and drug free work environment.

11. The CONTRACTOR will be responsible for all necessary insurance coverage as indicated by the an "X" on the attached forms of Exhibit C identified as General

Insurance Requirements and INSKLST 1-4, as further detailed on forms WC1, WCJA, GL1, VL1, & WL1. All policies must list Monroe County as additional insured with the exception or the Workers Compensation policy.

12. The Contractor warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the owner may, in its discretion, terminate this contract without liability and may also, in its direction, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

13. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$10,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

14. The Board may terminate this Agreement with or without cause at any time upon giving the Contractor up to 10 days notice in writing. The Contractor, upon receipt

of the notice, shall immediately cease work. The Board must pay the Contractor the percentage of the contract price which is satisfactory to the Board up to date the contractor received the notice of termination.

14. This Contract is governed by the laws of the State of Florida. Venue for any litigation arising under this contract must be in Monroe County.

IN WITNESS WHEREOF the parties here to have executed this agreement by the day and year first written above.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Mayor/Chairman

Witness: _____

Witness: _____

Business Name: AMERICAN UNDERWATER CONTRACTORS, INC.

By: _____

Title: PRESIDENT

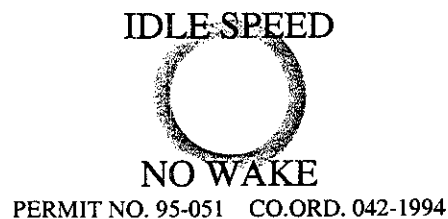
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY: [Signature]
ROBERT N. WOLFE
DATE 3-26-03

**Scope of Work
For Jolly Roger Boating Restricted Area**

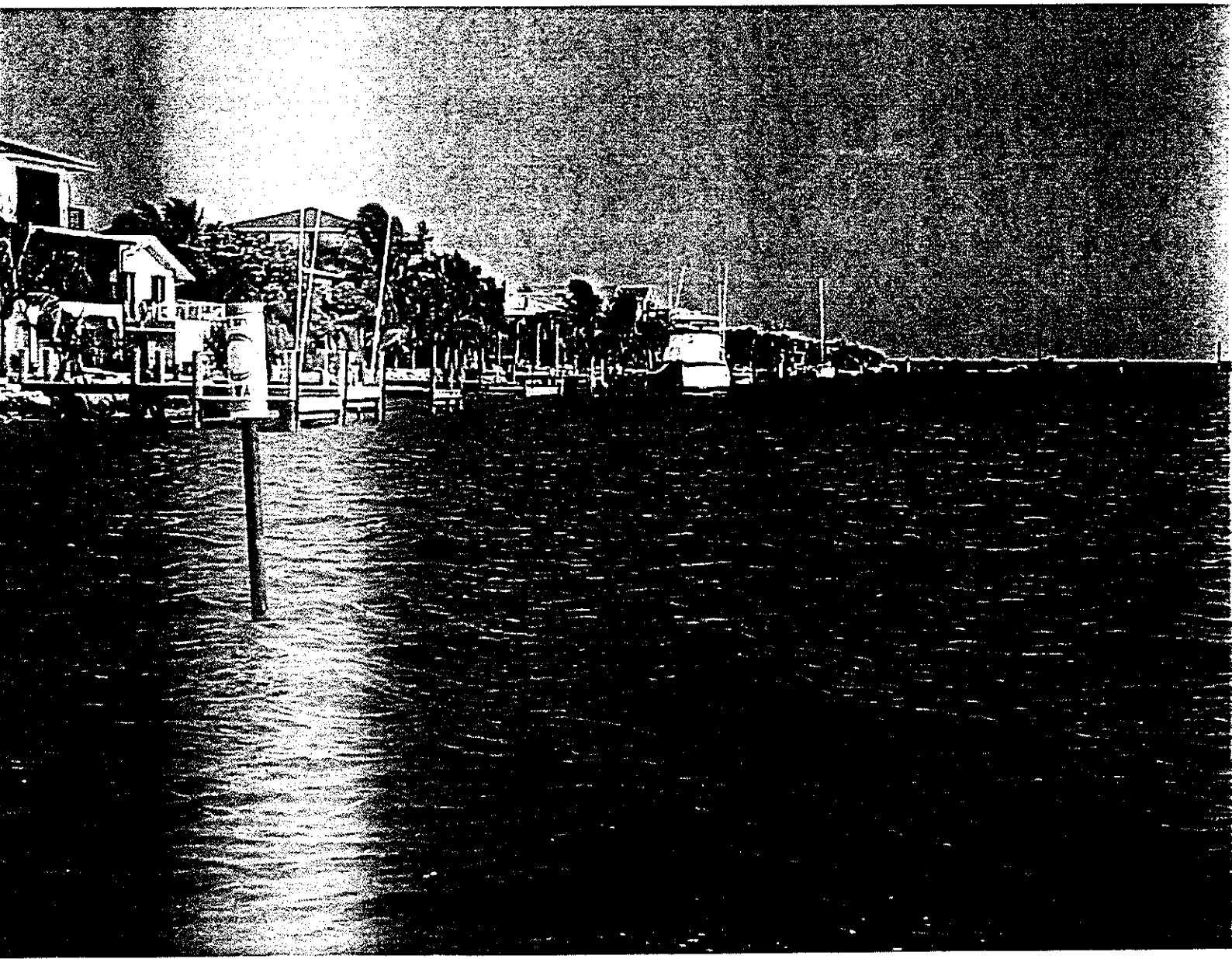
The idle speed zone at Jolly Roger is being modified in two ways: 1) all thirteen shallow water markers (see photo) will be replaced with State approved buoys, and; 2) the buoys will be relocated further offshore to reflect the Sanctuary's 300' idle speed zoning.

The contractor shall remove and properly dispose of 13 shallow water markers (see attached color GIS map for locations). The contractor shall also remove and properly dispose of 13 concrete anchors located next to the shallow water markers. The concrete anchors are approximately 2'x2' square. Shallow water markers and concrete anchors are located in approximately 2-6' of water.

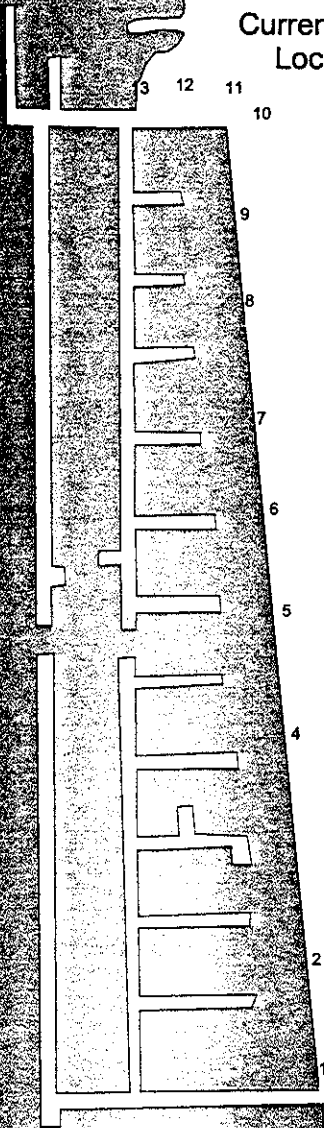
The contractor shall install 13 heavy duty regulatory buoys at the locations shown on the attached color GIS map. Buoys, lines, embedment anchors and all hardware shall meet the specifications indicated on the attached specifications sheet. Language on the buoys shall read as follows:



Contractors must coordinate the installations with Richard Jones, Marine Resources Planner (305 289-2805), to ensure that all work is performed satisfactorily.



Current Marker
Locations



8



ATLANTIC OCEAN

Proposed Marker
Locations

County of Monroe

Department of Marine Resources

2798 Overseas Highway, Suite 420

Marathon, Florida 33050

Phone: (305) 289-2805

FAX: (305) 289-2536

**Board of County Commissioners**

Mayor Shirley Freeman, Dist. 3

Mayor Pro Tem George Neugent, Dist. 2

Wilhelmina Harvey, Dist. 1

Commissioner Nora Williams, Dist. 4

Commissioner Mary Kay Reich, Dist. 5

February 13, 2003

Specifications for Buoys and Downlines

The County requires that the following specifications are met for buoy installations:

Buoys should be heavy duty, High Density Polyethylene (HDPE), 9" diameter (no float collar), approximately 45-50 lbs., internal concrete ballast, approximately 61" total length, approximately 38" exposure (above water), with reflective bands, U/V inhibited, shatter proof, unsinkable, urethane foam filled, self-righting, with a stainless steel mooring eye. All bands, symbols, and language will meet the standards of the Florida Uniform Waterway Marking System.

The down line should be 7/8" three strand heavy duty polypropylene, with an underwater line float, UV treated, with eye splices on either end reinforced with a section of blue pliovic 1" ID hose. The down line will be attached to the buoy and anchor system with 1/2" stainless steel bow shackles.

Specifications for Embedment Anchors *

The following options are required for the attachment of buoy lines to the bottom, dependent upon bottom conditions:

For exposed rock bottom substrate the anchor will be the Halas pin system:

Minimum embedment depth of 18"; minimum pin size of 5/8" diameter by 18" length; pin will be 316 stainless steel; pin to be installed in a 2" diameter by 18" deep drilled hole; concrete will be Portland Type II cement.

For substrate of up to 5' of sand/mud overburden above a hard rock substrate the anchor will be a rock penetrating helical embedment anchor:

Minimum anchor length 5'; minimum embedment into hard rock substrate at least 1'; minimum helical disk size 6"; minimum shaft diameter 1"; anchor will be galvanized steel.

For sand or mud substrates of greater than 5' the anchor will be a soft bottom helical embedment anchor:

Minimum anchor length 5'; minimum embedment depth 5'; minimum helical disk size 8"; minimum shaft diameter 1"; the anchor will be galvanized steel.

* All contractors must be experienced in the installation of marine embedment anchors.